



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

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May 19, 2009

ADOPTED BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

15 MAY 19, 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

APPROVAL OF OPTION AGREEMENT FOR TRANSFER OF REAL PROPERTY BY AND BETWEEN THE CITY OF NORWALK REDEVELOPMENT AGENCY AND THE COUNTY OF LOS ANGELES (FOURTH DISTRICT) (4 VOTES)

SUBJECT

An Option Agreement for Transfer of Real Property (Option Agreement) with the City of Norwalk Redevelopment Agency (City) to replace the now-expired original Option Agreement in order to facilitate the construction of the judges parking structure adjacent to the Norwalk Courthouse. The Option Agreement provides that, upon completion of the structure, the County of Los Angeles (County) will have the option to purchase the parking structure property.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to execute the Option Agreement with the City of Norwalk Redevelopment Agency to replace the expired original Option Agreement in order to facilitate the construction of the judges parking structure adjacent to the Norwalk Courthouse.

"To Enrich Lives Through Effective And Caring Service"

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PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On April 30, 2002, your Board approved the original Option Agreement with the City. In accordance with the terms of the original Option Agreement, the City was to construct the judges secured parking structure (Improvements), shown as parcel 5 on Exhibit A in the Option Agreement, for the Norwalk Courthouse with the County having the option to purchase upon completion of the Improvements. The budget and purchase price for the proposed Improvements at that time was \$871,320, which was based on estimated construction costs to complete the project.

As originally contemplated, the County could exercise its option to purchase the improvements, in part through the transfer to the City of certain nearby County-owned property, shown as Parcel 4 on Exhibit A of the Option Agreement, and through a cash payment for the remaining balance of the purchase price.

On July 30, 2002, your Board approved Amendment No. 1 to the original Option Agreement, which clarified the manner in which potential costs or savings resulting from the construction of the Improvements would be applied and allowed for the actual construction costs to vary from the budget. For any construction cost increases of less than 5 percent of the approved budget, the costs would be divided between the County and the City at a sharing ratio of 60 percent/40 percent, with any construction cost increases in excess of 5 percent to be expended only upon written agreement between the County and the City. For any decreases in the cost of construction, the County's cash payment would be reduced by 100 percent of the decrease.

On November 8, 2006, your Board approved Amendment No. 2 to the original Option Agreement, which increased the construction budget to \$1,150,000 to reflect escalated industry costs for construction, amended the timing for the exercise of the Option Agreement by the County, and authorized the Chief Executive Office (CEO) and Treasurer and Tax Collector to secure approval from the Los Angeles County Capital Leasing Corporation to release the parcels subject to the original Option Agreement from the Tax-Exempt Commercial Paper Program.

Following your Board's approval of Amendment No. 2 and pursuant to the terms of the original Option Agreement, the County transferred all of its right, title, and interest to a portion of the Norwalk Courthouse property (a portion of Parcel 5) in anticipation of the City commencing construction of the Improvements. Due to unavoidable delays caused by the City's replacement of the developer for the project, the original Option Agreement expired under its own terms.

Approval of the replacement Option Agreement will allow the City to move forward with the construction of the Improvements, if it can be completed within the previously approved budget of \$1,150,000, amend the County's timeframe for reviewing construction documents, and provide the County with the right to purchase the Improvements under a new option term. The new option term is defined as a period of 45 days following substantial completion of the Improvements by the City or 545 days from the date the Option Agreement is approved by your Board, whichever is shorter. Upon completion of the Improvements, we will return to your Board with a recommendation regarding the exercise of the Option.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we ensure quality regional public works infrastructure services for County residents and provide quality public works infrastructure and land development services to our communities (Goal 3). Securing the exclusive right to exchange real property to fill an identified public infrastructure need is consistent with that goal.

FISCAL IMPACT/FINANCING

The purchase price for the Improvements will be funded by the transfer to the City of the County's Parcel 4 and \$657,130 to be paid from the total Project and Facility Development Budget (PFDB) of \$677,000. The fiscal impact will be dependent on the actual amount expended by the City to complete the Improvements. In the event of an increase in construction costs, the purchase price for the property will be increased to reflect the additional costs. As stated in the Option Agreement, any increase in construction costs will be allocated to the County at 60 percent and to the City at 40 percent, and any decrease in construction costs will decrease the County's purchase price for the parking structure property by 100 percent of the decrease in costs. In the event construction costs increase more than the amount currently allocated in the PFDB, the PFDB will be supplemented from Fourth District Capital Project Funds.

Exhibit E to the Option Agreement is the current cost estimate by Moorefield Construction, the City's developer. Based on the \$1,150,000 estimated cost, the County's purchase price of Parcel 5 will be \$657,130 in cash and the transfer to the City of the County's Parcel 4, which was appraised at \$419,000. The City will absorb the \$73,870 difference.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Option Agreement grants the County an option to acquire Parcel 5 under a new option term, revises the County's timeframe for reviewing documents, and provides the CEO with delegated authority to execute any additional documents necessary to effectuate the transfer of the property. The Option Agreement is in compliance with Section 25365 of the California Government Code and has been approved as to form by County Counsel.

On December 16, 2008, your Board approved the transfer of responsibility to the Judicial Council of the State of California for the Superior Court facility at the Norwalk Courthouse, effective the same day.

In the transfer agreement, the Judicial Council and the County agreed that title to the real property would be quitclaimed to the State, upon the County's exercise of the option (to purchase the completed Improvements) in the original Option Agreement or upon its termination. The Judicial Council's administrative arm, the Administrative Office of the Courts, has now agreed to allow the County to replace the Option Agreement, in order to complete the judges parking structure.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Current operations and services will continue without interruption until the Improvements are completed and acquired by the County based on the Option Agreement's terms and conditions. If the option is exercised, the current judges parking will be relocated to the new facility and portions of the current surface parking lot will be transferred to the City.

ENVIRONMENTAL DOCUMENTATION

On April 30, 2002, your Board found the transfer of properties contemplated in the Option Agreement categorically exempt under Class 12 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987. For the development of the parking structure, the City as lead agency is responsible for the preparation of environmental documentation in compliance with California Environmental Quality Act (CEQA). On behalf of the County, a responsible agency under CEQA, your Board will need to consider the lead agency's environmental documentation prior to your consideration of the exercise of the option.

The Honorable Board of Supervisors
May 19, 2009
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CONCLUSION

It is requested that the Executive Officer, Board of Supervisors execute the Option Agreement upon Board approval, and return two certified copies of the Minute Order to the CEO, Real Estate Division at 222 South Hill Street, 3rd Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:DL:JSE
CM:RH:kb

NorwalkRedevelopment Brdltr

Attachments

c: County Counsel
Auditor-Controller
Assessor
Treasurer and Tax Collector
Department of Public Works
Superior Court

**OPTION AGREEMENT FOR TRANSFER OF REAL PROPERTY BY AND
BETWEEN THE CITY OF NORWALK REDEVELOPMENT AGENCY
AND THE COUNTY OF LOS ANGELES**

This Agreement is made and entered into this 19TH day of MAY, 2009, by and between the City of Norwalk Redevelopment Agency, a public agency (the "Agency") and the County of Los Angeles, a body corporate and politic (the "County").

WITNESSETH:

WHEREAS, County and Agency are owners of certain separate real property located at 12720-12700 Norwalk Boulevard, in the Norwalk Civic Center, in the City of Norwalk, County of Los Angeles, State of California, identified in Exhibit "A," attached hereto and incorporated herein by this reference, which is presently improved with the Norwalk Courthouse, the Norwalk City Hall, and other improvements (hereinafter, the "Civic Center Property");

WHEREAS, two separate parcels have been identified on the Civic Center Property which will be subject to this Agreement, namely, Parcels 4 and 5, which are identified in Exhibit "A" and legally described in Exhibit "B," attached hereto and incorporated herein by this reference;

WHEREAS, Parcel 4 is owned by the County and is currently improved with a surface parking lot and is being used to provide parking for the superior court judges;

WHEREAS, the Agency currently owns Parcel 5, which is unimproved, except for landscaping, and consists of a sub-parcel formerly owned by the County (Sub-Parcel 5a) and a sub-parcel formerly and still owned by the Agency (Sub-Parcel 5b), as identified in Exhibit "A;"

WHEREAS, Agency desires to acquire Parcel 4 for redevelopment purposes;

WHEREAS, County desires to provide the superior court judges with a secured parking structure for their safety and security;

WHEREAS, the parties hereto agree that Parcel 5 is a suitable location for said parking structure (the "Parking Structure");

WHEREAS, the County has transferred title to Sub-Parcel 5a to the Agency, in exchange for a prior option, now expired, to acquire Parcel 5, in total, after Agency's construction of a Parking Structure on Parcel 5, and County now seeks a new option to acquire Parcel 5, in accordance with the terms of this Agreement;

No 76984

WHEREAS, Agency has agreed to cause to be constructed upon Parcel 5 the Parking Structure;

WHEREAS, the parties agree that, upon completion of the Parking Structure, constructed in accordance with the provisions of this Agreement, Parcel 5 will be suitable to serve the parking needs of the superior court judges;

WHEREAS, upon completion of the Parking Structure, Parcel 4 will be surplus to the County's needs;

WHEREAS, the parties agree that upon completion of the Parking Structure, the value of Parcel 5, less the value of Sub-Parcel 5a, will be equal to the value of Parcel 4, plus Six Hundred Fifty Seven Thousand, One Hundred Thirty Dollars (\$657,130), and any further amount, calculated as set forth below, upon a final determination of construction costs; and

WHEREAS, upon the exercise of the County's option, the parties hereto, pursuant to Government Code section 25365 and other applicable law, will effectuate a transfer of Parcel 4 for Parcel 5, in accordance with the terms of this Agreement.

NOW THEREFORE, based on the above recitals, the parties hereto do agree as follows:

1. Option Agreement.

- 1.1 Grant Option. This Agreement shall constitute an option affording County the exclusive right to acquire Parcel 5 subject to the terms and conditions contained herein, for the period set forth herein. Within ten (10) days of approval of this Agreement by the Board of Supervisors, the parties shall execute and have recorded the Memorandum of Option attached hereto as Exhibit "C."
- 1.2 Option Term. This Option shall be exercisable for a period of 45 days following Substantial Completion of the parking structure by the Agency or 545 days from the date of the approval of this Agreement by the Board of Supervisors, whichever is shorter, unless extended as set forth herein. The County is hereby granted the right to extend the term of this Option for an additional 180 days, if the Agency has not achieved Substantial Completion (as defined by paragraph 2.9) of the Parking Structure to be constructed on Parcel 5 by the 545th day of the initial option period.
- 1.3 Transfer of Sub-parcel 5a. As consideration for the granting of this Option, County has transferred all of its right, title and interest in and to Sub-Parcel 5a to Agency, by form of grant deed attached hereto as Exhibit "D," subject to the reversionary interest contained therein.

- 1.4 Purchase Price. The Purchase Price for Parcel 5, upon exercise of this Option, shall be the transfer of the County's right, title and interest to Parcel 4 to Agency, plus the payment of Six Hundred Fifty Seven Thousand, One Hundred Thirty Dollars (\$657,130), and additional amounts agreed to by the parties pursuant to paragraph 2.10, in the manner set forth in Section 3, herein.
- 1.5 Contingencies. The exercise of the Option is subject to the following conditions:
- 1.5.1 The Agency's construction of the Parking Structure on Parcel 5 in accordance with the terms of Section 2 herein, to Substantial Completion (as defined by paragraph 2.9).
- 1.5.2 Completion of all conditions precedent to the acquisition of Parcel 5 as identified in Section 3, herein.
- 1.6 Manner of Exercise of Option. Provided County is not in default hereunder and the conditions set forth in paragraph 1.5 of this Section have been satisfied, the County may exercise its right to acquire Parcel 5 by delivering written notice to the Agency of the County's exercise of the Option during the Option Term.
- 1.7 Failure to Exercise Option. In the event County fails to exercise the Option in accordance with the terms thereof by the expiration of the Option Term, the County shall not have any interest whatsoever in Parcel 5 and shall reimburse the Agency in an amount not to exceed Five Thousand Dollars (\$5,000) for the preparation of the cost estimate for construction of the Parking Structure, attached hereto as Exhibit "E".
- 1.8 Failure to Construct Parking Structure. If Agency is unable to achieve Substantial Completion (as defined by paragraph 2.9) of the Parking Structure, pursuant the terms and conditions of this Agreement, within one (1) year from the date of approval of this Agreement by the Board of Supervisors, or if this Agreement is terminated for any other reason prior to the commencement of construction of the Parking Structure, Agency shall re-convey all of its right, title and interest in and to Sub-Parcel 5a to County, returning Sub-Parcel 5a to the same physical condition as existed prior to the transfer contemplated by this section, normal wear and tear excepted, in accordance with the reversionary provisions of the grant deed transferring Sub-Parcel 5a to the Agency, unless the parties hereto agree in writing otherwise. If the commencement or performance of construction of the Parking Structure is delayed as a result of any action or inaction by the County, or by any reason beyond the reasonable control of the Agency, the one (1) year term for achieving Substantial Completion shall be extended by the period of the delay or as otherwise agreed to by the parties.

2. Obligations With Regard to Design and Construction of Parking Structure.
- 2.1 Preparation of Reports and Documentation Relating to Land. The parties shall jointly cause to be prepared the following: (1) a parcel map and legal description of Parcels 4 and 5; (2) Phase I environmental site investigation reports for Parcels 4 and 5; (3) if recommended by the Phase I reports, Phase II environmental site investigation reports for Parcels 4 and/or 5; and (4) geo-technical investigation reports for Parcels 4 and 5. Each party shall have a continuing obligation to the other to investigate and disclose to the other any conditions subsequently discovered or made known to the parties that would materially alter the findings and conclusions of any of the above items up to the date of Closing.
- 2.2 Design Development Documents. Agency, at no cost to County, will cause to be prepared an architectural schematic package (preliminary design drawings and specifications) for the design of the Parking Structure, which consists of a site plan, floor plan, exterior elevations, and a construction time line (hereinafter, the "Design Development Documents"). Upon completion of the Design Development Documents, County shall have ten (10) working days to review and approve, return with comments or reject the Design Development Documents. The time in Section 1.8 for the Agency to construct the Parking Structure shall be extended by the number of days beyond ten (10) that the County needs to review and comment on the Design Development Documents. If the County does not approve the Design Development Documents, Agency shall revise the Design Development Documents and return said documents to County for further review until approved. If, for any reason, Agency is unable to prepare Design Development Documents satisfactory to the County, County, at its option, may, upon written notice to Agency, terminate this Agreement, and thereafter neither party shall have any further obligations pursuant to this Agreement, except as provided for in paragraph 1.8.
- 2.3 Final Construction Documents. Agency, at no cost to County, shall cause a licensed California architect to prepare final working drawings for the Parking which shall be consistent with, and a logical extension of, the Design Development Documents (hereinafter the "Final Construction Documents"). Any changes or modifications to the Parking Structure design incorporated in the Final Construction Documents must be agreed to by both parties in writing. The Final Construction Documents shall be prepared in conjunction and consultation with County's designated representative. Upon completion, Agency shall submit the Final Construction Documents to County for review as to their conformity with the Design Development Documents and any changes or modifications agreed to by the parties. County shall have thirty (30) calendar days to review said documents. If the Final Construction Documents are consistent with, and are the logical

extension of, the Design Development Documents and/or any changes or modifications agreed to by the parties, County shall approve the Final Construction Documents; otherwise, Agency shall cause the Final Construction Documents to be revised in reasonable accordance with the County's comments and upon revision, resubmit the Final Construction Documents for County review. County shall have ten (10) working days for this and any subsequent review of said documents. The parties shall use their best efforts to effectuate a compromise of any differences encountered during the preparation of the Final Construction Documents. If County is unable to approve the Final Construction Documents within sixty (60) calendar days of Agency's original submission of said documents, the parties will follow the process outlined in paragraph 2.5 of this Section.

- 2.4 County Information. County shall expediently provide any information within its possession reasonably required for preparation of the Design Development Documents by the Agency or its agents. The County agrees to fully cooperate with the Agency and its agents in providing all information necessary to the preparation of said documents.
- 2.5 Disputes Regarding Approval of Construction Documents. If, after sixty (60) days from the date of the original submission of the Final Construction Documents the County is unable to approve said documents because of a material dispute with Agency or its agents, County and Agency, within five (5) working days will chose an independent licensed California architect to review the disputed documents and work with the parties to effectuate a mutually agreeable compromise to the dispute. The cost of the architect shall be borne by the Agency. Both parties agree to use their best efforts during this process. Should the implementation of this process result in any delay to the construction schedule, all time periods, terms, and deadlines for the performance of any act pursuant to the provisions of this Agreement shall be extended by the period of delay. If the parties are unable to effectuate a compromise after following the process outlined herein, and County contends that the documents do not substantially comply with the requirements of paragraphs 2.2 and/or 2.3 of this Section, County, at its option, may, upon written notice to Agency, terminate this Agreement, and thereafter, neither party shall have any further obligations pursuant to this Agreement, except as provided for in paragraph 1.8.
- 2.6 Construction of Parking Structure. Agency, at no cost to County, will cause the Parking Structure to be constructed in compliance with the approved Final Construction Documents and in compliance with all applicable laws, rules, regulations, codes and construction requirements, including the Americans with Disabilities Act, as it now exists or may later be amended, and all necessary permits or approvals from authorities of proper jurisdiction, to the point of "Substantial Completion," as defined in paragraph 2.9.

- 2.7 Quality of Work and Material. With respect to the construction of the Parking Structure, all materials, parts and equipment furnished by Agency and/or its contractor shall be new, high grade and free from defects and imperfections. Workmanship shall be in accord with the best standard practices. Any item or work installed that is not in conformity with the Final Construction Documents or otherwise mutually approved in writing by the parties, shall be removed and replaced in conformity with said documents and this paragraph, at no cost to County.
- 2.8 Inspections. County shall be entitled to conduct such construction inspections as it deems appropriate at all times during the course of construction of the Parking Structure so that County can monitor construction to assure that the same is in compliance with the Final Construction Documents. Agency shall take all steps necessary to ensure that County and its representatives shall have the right of entry to Parcel 5 at all times during the period of construction for the purpose of conducting such construction inspections. Where County, during inspection, observes or discovers a non-conformity in the construction of the Parking Structure, County shall, within seventy-two (72) hours, notify Agency of said non-conformity, and Agency shall take such steps as may be necessary to eliminate said non-conformity. Nothing herein places upon County any duties or obligations to inspect Parcel 5 and the Parking Structure or to discover defects or non-conformities in the construction of the Parking Structure.
- 2.9 Substantial Completion of Parking Structure. As used herein, the term "Substantial Completion" means completion of construction of the Parking Structure in accordance with the Final Construction Documents in all material respects such that the Parking Structure is physically and functionally complete in all respects, except for Punch List items, and is ready to be occupied and utilized. Without limiting the generality of the foregoing, in order to achieve Substantial Completion, all of the following shall have occurred: (a) all start up and testing of all mechanical, ventilating, electrical, plumbing, security, and fire protection systems have been successfully completed in accordance with the Final Construction Documents; (b) Parcel 5 and the Parking Structure shall be safe for public use and free from hazardous conditions; and (c) a Certificate of Occupancy has been issued by the City of Norwalk, California. Agency shall ensure that County has had the opportunity to be present at the start up and testing of equipment conducted pursuant to requirement (a), above, and shall file with County a copy of the Certificate of Occupancy issued by the City of Norwalk for the Parking Structure. In addition, Agency shall cause to be prepared a Punch List of items that are unfinished, deficient or require correction to be in full conformity with the Final Construction Documents ("Agency Punch List"). Agency, at no cost to County, shall require that all

Agency Punch List items are complied with and shall give County written notice of the fact of compliance with the Agency Punch List items.

- 2.10 Estimated Construction Budget, Additional Costs. The parties have developed an estimated budget for the cost of construction of the Parking Structure (the "Budget") which is attached hereto as Exhibit "E." The parties acknowledge that the actual cost of construction may vary from the Budget and thereby affect the agreed upon value of the property and improvements which are the subject of this Agreement. Accordingly, the parties agree that the Purchase Price may be adjusted based upon increases or decreases in the cost of construction. The Purchase Price shall be reduced by one hundred percent (100%) of any decreases in the cost of construction from the amount reflected in the Budget. For increases that do not exceed five percent (5%) of the Budget, the Purchase Price shall be increased by sixty percent (60%) of any increases in the cost of construction from the amount reflected in the Budget, except that any costs in addition to those budgeted, associated with upgrades to the Norwalk Courthouse, shall be borne solely by the County and shall not be included in any calculation apportioning increases in cost between the Agency and County. No construction costs in excess of five percent (5%) of the Budget shall be expended without further written agreement of the parties.

3. Transfer of Property Interests.

- 3.1 Deeds. County shall prepare a grant deed for Parcel 4 in substantially the form attached hereto as Exhibit "F," duly executed and authorized by County, subject only to matters approved in writing by Agency pursuant to paragraph 3.6. Agency shall prepare a grant deed for Parcel 5 in substantially the form attached hereto as Exhibit "G," duly executed and authorized by Agency, subject only to matters approved in writing by County pursuant to paragraph 3.2.
- 3.2 Condition of Title. The parties shall cause to be prepared preliminary title reports for Parcels 4 and 5. Agency and County shall warrant and represent that each shall cause the conveyance of good and marketable fee absolute title to Parcels 4 and 5, respectively, subject only to matters approved in writing by the party receiving title to the parcel upon the Closing. Within thirty (30) days of issuance of the preliminary title reports for the parcels, each party shall inform the other of any encumbrance on title to Parcels 4 or 5 to which that party objects. Each party shall cause any restriction on title to which the other party objects to be removed prior to the Closing. Neither party shall place or allow to be placed any new encumbrance on title, including any mechanic's or material liens, to which the other party objects following the execution of this Agreement.

- 3.3 County's Conditions to Closing. County's obligation to consummate the transaction contemplated by this Agreement is conditioned upon: (i) Agency's delivery of the Deed for Parcel 5 to County and the recordation thereof in the Official Records of Los Angeles County ("Official Records"); (ii) Agency's representations, warranties and covenants being true and correct as of the Closing; and (iii) full execution and delivery to County of a general assignment, assigning to the County all warranties attaching to the constructed Improvements, systems and equipment. Upon non-satisfaction of any one of the above conditions, County shall allow Agency a reasonable opportunity to cure by any reasonable method; if Agency fails to cure, County may, in writing, terminate this Agreement and the parties shall have no further obligations pursuant to this Agreement.
- 3.4 Agency's Conditions to Closing. Agency's obligation to consummate the transaction contemplated by this Agreement is conditioned upon: (i) County's payment to Agency by warrant of the monetary portion of the Purchase Price; (ii) County's delivery of the Deed for Parcel 4 to Agency and the recordation thereof in the Official Records; and (iii) County's representations, warranties and covenants being true and correct as of the Closing. Upon non-satisfaction of any one of the above conditions, Agency shall allow County a reasonable opportunity to cure by any reasonable method; if County fails to cure, Agency may, in writing, terminate this Agreement, and thereafter the parties shall have no further obligations pursuant to this Agreement.
- 3.5 Loss by Fire or Other Casualty. If, at any time during the period between the exercise of the County's Option and the Closing, the Parking Structure or any part thereof, is destroyed or damaged, County shall not be obligated to complete this transaction unless and until Agency causes the repair or reconstruction of the loss. If Agency elects to cause the repair or reconstruction of the loss, County shall have the opportunity for inspection of the reconstructed Parking Structure pursuant to paragraph 2.8 and shall not be obligated to exchange parcels unless the Improvements are in conformity with the Final Construction Documents previously approved by County. All deadlines set forth in this Section shall be rescheduled based upon the date on which the repaired or reconstructed Parking Structure is approved by the County. Upon the occurrence of such a loss, Agency, at its option, may instead elect to terminate this Agreement, and thereafter, neither party shall have any further obligations pursuant to this Agreement.
- 3.8 Closing. For purposes of this Agreement, the "Closing" shall be defined as the recordation of each of the Deeds in the Official Records. The parties agree to use their best efforts to effect the Closing no later than twenty (20) business days following the County's exercise of its Option.

The parties may agree in writing to extend the Closing beyond that date, if such an extension appears to either party to be necessary.

4. Relocation Costs, Possession, Final Acceptance.

4.1 County's Possession of Agency Parcel. County shall be entitled to possession of Parcel 5 as of the Closing. As of the Closing, Agency shall provide County with keys or other means necessary to operate all locks and alarms on Parcel 5 and one (1) complete set of as-built drawings on Mylar or its equivalent. All circuit breakers, mechanical equipment, switches, plumbing and fire sprinkler section and main valves shall be plainly labeled as to the location (both on the valve and/or breaker and on the as-builts) and a master index therefor shall be provided.

4.2 Agency's Possession of County Parcel. Agency shall be entitled to possession of Parcel 4 as of the Closing.

4.3 County's Final Acceptance. Within thirty (30) days of the County's possession of Parcel 5, County shall provide Agency with either County's final acceptance of Parcel 5 and the Parking Structure or a further Punch List of items that are unfinished, deficient or require correction to be in full conformity with the Final Construction Documents ("County Punch List"). Agency, at no cost to County, shall require that all County Punch List items are complied with and shall give County written notice of the fact of compliance with the County Punch List items. If the Agency fails to cause completion of the County Punch List within thirty (30) days of County's delivery of the County Punch List or within such other time period agreed to by the parties, the County may cause completion of the County Punch List, and Agency shall reimburse County for the reasonable cost thereof. Upon completion of the County Punch List, the County shall provide Agency with its final acceptance of Parcel 5 and the Parking Structure.

5. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested or by Express Mail or Federal Express to the following address:

To County:

County of Los Angeles
Chief Administrative Office
Leasing and Space Management
222 South Hill Street, 3rd Floor
Los Angeles, California 90012
Attention: Christopher Montana

County of Los Angeles
Chief Administrative Office
222 South Hill Street, 2nd Floor
Los Angeles, California 90012
Attention: Michele Vercountere

With a Copy to:

Office of County Counsel
Room 652 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012
Attention: Thomas J. Faughnan

To Agency:

City of Norwalk
12700 Norwalk Boulevard
Norwalk, CA 90651-1030
Attention: Thomas E. Lynch
Assistant City Manager

With a Copy to:

City Attorney of Norwalk
Richards, Watson & Gershon
355 South Grand Avenue
Los Angeles, CA 90071
Attention: Steven L. Dorsey, Esq.

Notice shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following the deposit of the same with a carrier as specified above. Notice of change of address shall be given by written notice in the manner detailed in this paragraph.

6. Representations and Warranties of the Parties. In consideration for entering into this Agreement and as an inducement to the transaction contemplated herein, each of the parties hereto makes the following representations and warranties, each of which is material and is being relied upon by the other and the truth and accuracy of which shall constitute a condition precedent to each parties' obligations hereunder. Each of the following representations and warranties shall be deemed to have been remade as of the Closing.

6.1 Power. Each party has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

- 6.2 Requisite Action. All requisite action has been taken by each party in connection with entering into this Agreement and the instruments referenced herein and, by the Closing, all such necessary action will have been taken to authorize the consummation of the transactions contemplated by this Agreement. By the Closing, no additional consent of any person or entity, judicial or administrative body, governmental authority or other party shall be required for each party to consummate the transactions contemplated by this Agreement.
- 6.3 Individual Authority. The individuals on behalf of each party executing this Agreement and the instruments referenced herein, have the legal power, right and actual authority to bind their respective party to the terms and conditions hereof and thereof.
- 6.4 Validity. This Agreement and all documents required hereby to be executed by each party are and shall be valid, legally binding obligations of and enforceable against each party in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.
7. CEQA Indemnification. Agency shall defend, indemnify, and hold County and County's elected and appointed officers, agents and employees free and harmless from and against any and all liabilities, damages, claims, costs and expenses (including without limitation, attorneys' fees, legal expenses and consultants' fees) arising in whole or in part from any action or proceeding brought pursuant to the California Environmental Quality Act of 1970, as amended (Public Resources Code section 21000, *et seq.*), relating to the actions contemplated by this Agreement.
8. General Provisions.
- 8.1 Delegation of Authority. The County hereby delegates to its Chief Executive Officer or his designee, the authority to issue any and all approvals required by this Agreement and to execute any and all instruments necessary to consummate this transaction.
- 8.2 Survival of Covenants. The covenants, agreements, representations and warranties made herein are intended to survive the Closing and recordation and delivery of the Deeds conveying the respective parcels.
- 8.3 Entire Agreement. This Agreement contains the entire agreement between the parties hereto and no addition or modification of any term or provision shall be effective unless set forth in writing, signed by both County and Agency.

- 8.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Agreement.
- 8.5 California Law. This Agreement has been made and entered into in the State of California, and shall be construed in accordance with the laws thereof.
- 8.6 Waivers. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.
- 8.7 Captions. The section and paragraph numbers and captions appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or paragraphs of this Agreement nor in any way affect this Agreement.
- 8.8 Interpretation. Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.
- 8.9 Severability. This Agreement shall not be deemed severable. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, this Agreement shall be void and of no further effect.
- 8.10 Binding Effect. The provisions of this Agreement shall be binding upon the parties hereto and their respective successors-in-interest.
- 8.11 No Presumption Re: Drafter. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.
- 8.12 Assistance of Counsel. Each party hereto either had the assistance of counsel or had counsel available to it, in the negotiation for, and the execution of, this Agreement, and all related documents.

IN WITNESS WHEREOF, Agency has executed this Agreement or caused it to be duly executed and the County of Los Angeles by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chairman of said Board and attested by the Clerk the day, month, and year first above written.

ATTEST:

CITY OF NORWALK
REDEVELOPMENT AGENCY

By: *Theresa Devoy*
Theresa Devoy
City Clerk

By: *Ernie V. Garcia*
Ernie V. Garcia
Executive Director

ATTEST:

COUNTY OF LOS ANGELES

SACHI A. HAMAI
Executive Officer of
The Board of Supervisors

By: *[Signature]*
Deputy

By: *Don Krabe*
Chairman, Board of Supervisors

APPROVED AS TO FORM

ROBERT E. KALUNIAN
Acting County Counsel

By: *[Signature]*
Deputy



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: *[Signature]*
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

15 MAY 19 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Mo 76984

EXHIBIT "A"

IMPERIAL HIGHWAY

NORWALK BOULEVARD

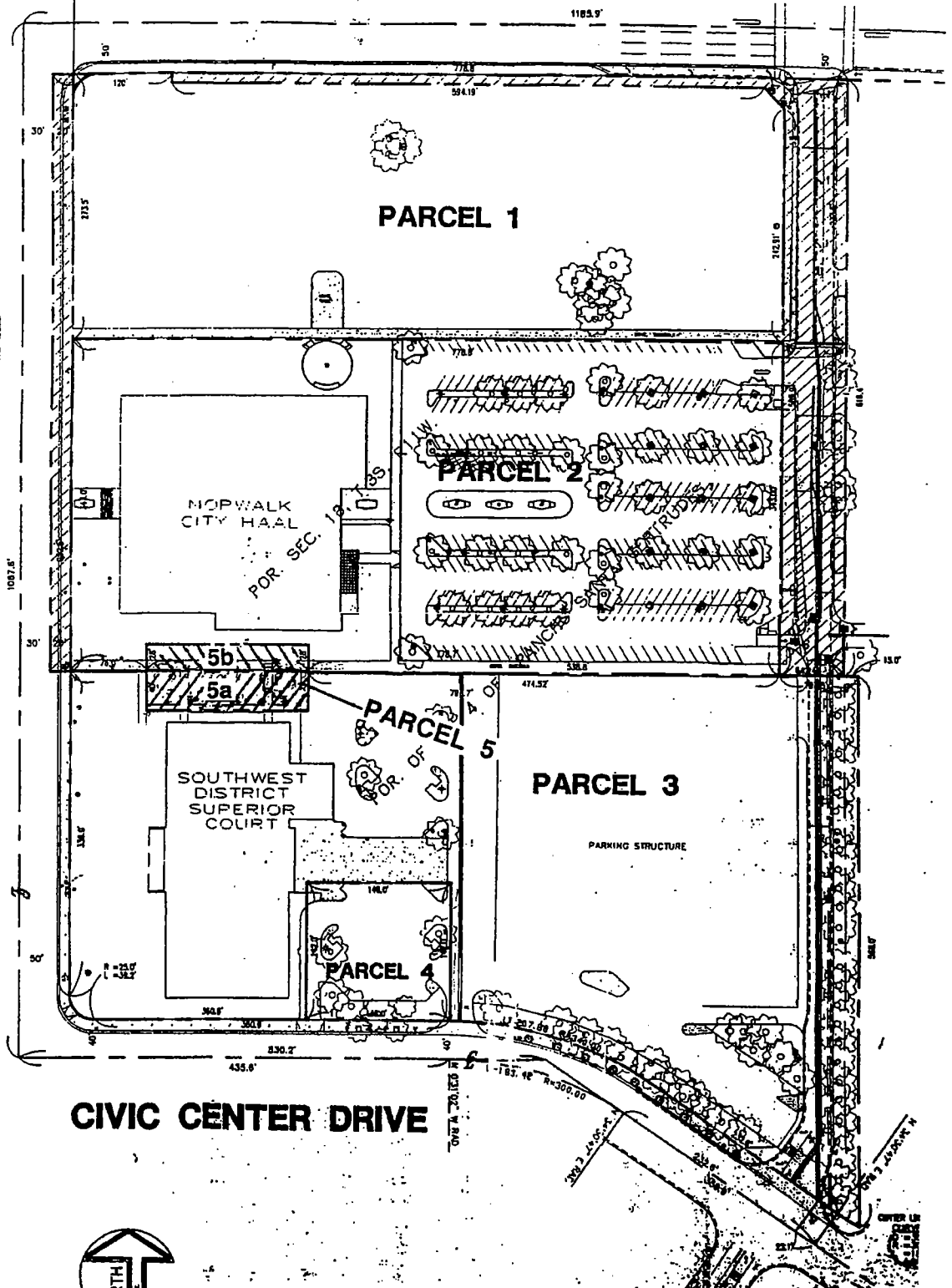


EXHIBIT "B"

PARCEL 4

Legal Description

A portion of Lot 4, in Section 18, Township 3 South, Range 11 West, in the Rancho Santa Gertrudes, subdivided for Santa Gertrudes Land Association, by Hoffman Brothers, in the City of Norwalk, County of Los Angeles, State of California, as per map recorded in Book 1 Page 502 of Miscellaneous Records, on file in the office of the County Recorder of said County, described as follows:

Beginning at a point on the centerline of Civic Center Drive, distant Easterly 435.6 feet from the centerline of Norwalk Boulevard; thence North 0°31'02" West 40.00 feet to the true point of beginning; thence Northerly parallel to the centerline of Norwalk Boulevard 142 feet; thence westerly parallel to the centerline of Civic Center Drive 146.00 feet; thence southerly parallel to the centerline of Norwalk Boulevard 142.00 feet to the north right-of-way line of Civic Center Drive; thence easterly along said North right-of-way line of Civic Center Drive 146.00 feet back to the true point of beginning.

PARCEL 5

Judges' Parking Structure Legal Description

A portion of Lot 4, in Section 18, Township 3 South, Range 11 West, in the Rancho Santa Gertrudes, subdivided for Santa Gertrudes Land Association, by Hoffman Brothers, in the City of Norwalk, County of Los Angeles, State of California, as per map recorded in Book 1 Page 502 of Miscellaneous Records, on file in the office of the County Recorder of said County, described as follows:

Beginning at a point on the centerline of Norwalk Boulevard, distant South 0°25'50" East 666.50 feet from the centerline of Imperial Highway; thence North 89° 45' 30" East 126.00 feet to the true point of beginning; thence North 0° 25' 50" West a distance of 28 feet; thence North 89° 45' 30" East a distance of 164 feet; thence South 0° 25' 50" East a distance of 68 feet; thence South 89 45' 30" West a distance of 164.00 feet; thence North 0 25'50" West a distance of 40 feet back to the point of beginning.

EXHIBIT "C"

RECORDING REQUESTED BY:

County of Los Angeles

AND MAIL TO:

City of Norwalk

Office of the City Clerk

12700 Norwalk Blvd., Room 16

Norwalk, CA 90650

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. .

Space above this line for Recorder's use _____

THIS DOCUMENT IS RECORDED FOR THE BENEFIT OF THE COUNTY OF LOS ANGELES AND RECORDING IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE REVENUE AND TAXATION CODE

MEMORANDUM OF OPTION TO PURCHASE

This Memorandum of Option Agreement ("Memorandum") is made and entered into by and among the City of Norwalk Redevelopment Agency, a public agency duly organized and existing under the laws of the State of California (the "Agency"), and the County of Los Angeles, a body corporate and politic, duly organized and existing under the laws of the State of California (the "County") to witness that:

The Agency and County have entered into that certain Option Agreement for Transfer of Real Property By and Between the City of Norwalk Redevelopment Agency and the County of Los Angeles, dated as of May 19, 2009 the ("Agreement"). Pursuant to the Agreement, upon the completion of construction of certain improvements on property held by Agency, identified as Parcel 5, the County has the option of purchasing Parcel 5 and the improvements constructed thereon, in accordance with the terms and conditions of the Agreement and for the consideration set forth therein, which includes the transfer to agency of certain other property owned by the County, namely Parcel 4. Parcels 4 and 5 are located in the City of Norwalk, County of Los Angeles, State of California, and are described in "Attachment A" attached hereto and incorporated herein by reference.

This Memorandum may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

This Memorandum has been prepared for the purpose of giving notice of the Agreement and of its terms, covenants, and conditions, and for no other purposes. The provision of this Memorandum shall not in any way change or affect the provisions of the Agreement, the terms of which remain in full force and effect.

Dated as of May 19, 2009

CITY OF NORWALK
REDEVELOPMENT AGENCY

COUNTY OF LOS ANGELES

By _____
Executive Director

By _____
Don Knabe
Chairman, Board of Supervisors

STATE OF CALIFORNIA))
COUNTY OF LOS ANGELES)) ss.

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this _____ day of _____, 2009, the facsimile signature of _____, Chairman, Los Angeles County was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

SACHI A. HAMAI, Executive Officer
Board of Supervisors, County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

By  _____
Deputy

ATTACHMENT A
LEGAL DESCRIPTIONS

Parcel 4

A portion of Lot 4, in Section 18, Township 3 South, Range 11 West, in the Rancho Santa Gertrudes, subdivided for Santa Gertrudes Land Association, by Hoffman Brothers, in the City of Norwalk, County of Los Angeles, State of California, as per map recorded in Book 1 Page 502 of Miscellaneous Records, on file in the office of the County Recorder of said County, described as follows:

Beginning at a point on the centerline of Civic Center Drive, distant Easterly 435.6 feet from the centerline of Norwalk Boulevard; thence North 0°31'02" West 40.00 feet to the true point of beginning; thence Northerly parallel to the centerline of Norwalk Boulevard 142 feet; thence westerly parallel to the centerline of Civic Center Drive 146.00 feet; thence southerly parallel to the centerline of Norwalk Boulevard 142.00 feet to the north right-of-way line of Civic Center Drive; thence easterly along said North right-of-way line of Civic Center Drive 146.00 feet back to the true point of beginning.

Parcel 5

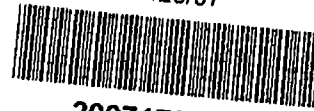
A portion of Lot 4, in Section 18, Township 3 South, Range 11 West, in the Rancho Santa Gertrudes, subdivided for Santa Gertrudes Land Association, by Hoffman Brothers, in the City of Norwalk, County of Los Angeles, State of California, as per map recorded in Book 1 Page 502 of Miscellaneous Records, on file in the office of the County Recorder of said County, described as follows:

Beginning at a point on the centerline of Norwalk Boulevard, distant South 0°25'50" East 666.50 feet from the centerline of Imperial Highway; thence North 89° 45' 30. East 126.00 feet to the true point of beginning; thence North 0° 25' 50" West a distance of 28 feet; thence North 89° 45' 30" East a distance of 164 feet; thence South 0° 25' 50" East a distance of 68 feet; thence South 89 45' 30" West a distance of 164.00 feet; thence North 0 25'50" West a distance of 40 feet back to the point of beginning.

EXHIBIT "D"

RECORDING REQUESTED BY:
County of Los Angeles
AND MAIL TO:
City of Norwalk
Office of the City Clerk
12700 Norwalk Blvd., Room 16
Norwalk, CA 90650

07/23/07



20071737706

2

Space above this line for Recorder's use

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE REVENUE AND TAXATION CODE

TAX PARCEL: 8047-006-912 (portion)

GRANT DEED

The **COUNTY OF LOS ANGELES**, ("County") a body corporate and politic, for valuable consideration receipt of which is hereby acknowledged, does hereby grant to:

CITY OF NORWALK REDEVELOPMENT AGENCY, ("Agency") a public agency

all of the County's right, title and interest in and to the described real property, ("Property") reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of 500 feet, measured vertically from the surface of the Property.

The Property is located in the City of Norwalk, County of Los Angeles, State of California and is more particularly described in the attached "Exhibit A" incorporated by reference herein as though set forth in full.

SUBJECT TO AND BUYER TO ASSUME:

- a. All taxes, interest, penalties and assessments of record, if any.
- b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- c. The express condition that the Property so conveyed will be developed in conjunction with Parcel 5b by the Agency with a Parking Structure in accordance with the terms and conditions set forth in that Option Agreement (Exhibit B) recorded concurrently herewith, and that if said Property is not so developed or if the Option Agreement is terminated for any other reason prior to the commencement of construction of the Parking Structure, all right, title and interest in and to said Property shall revert to the County of Los Angeles without the necessity of any affirmative action on the part of the County to assert any rights in the Property.

Dated DEC 13 2006

COLA LOG NO. 2259



COUNTY OF LOS ANGELES

By

Yvonne B. Burke
YVONNE B. BURKE

PRO TEM

Chain

Board of Supervisors

3

EXHIBIT A

File with: NORWALK CIVIC CENTER SITE (1)

A.P.N. 8047-006-920 & 921

T.G. 736-11

I.M. 089-257

FOURTH DISTRICT

DESCRIPTION

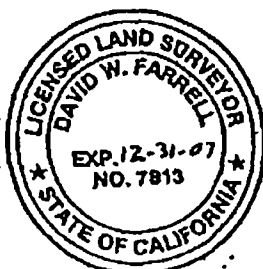
PARCEL 5.a

County portion

That portion of Lot 4, in Section 18, Township 3 South, Range 11 West, Rancho Santa Gertrudes, subdivided for the Santa Gertrudes Land association, in the City of Norwalk, in the County of Los Angeles, State of California, as shown on map recorded in Book 1, page 502 of Miscellaneous Records, in the office of the Registrar-Recorder/County Clerk of said county and that portion of that certain parcel of land designated as Parcel 2, in deed to the County of Los Angeles, recorded on May 2, 1989, as Document No. 89-697844, of Official Records, in the office of the said registrar-recorder/county clerk within the following described boundaries:

Commencing at the northwest corner of said certain parcel of land in Document No. 89-697844; thence along the north line of said document North 89° 28' 45" East 76.00 feet to the True Point of Beginning, said point being designated as point 'A' for the purposes of this description, thence continuing along the said north line North 89° 28' 45" East 164.00 feet, thence South 0° 31' 15" East 40.00 feet, thence South 89° 28' 45" West 164.00 feet, thence North 0° 31' 15" West 40.00 feet to the point of beginning.

Containing: ±0.15 Acres



APPROVED AS TO DESCRIPTION

Jan. 25th 2006

COUNTY OF LOS ANGELES

BY D. W. Farrell

LAND SURVEYOR

Mapping & Property Management Division

STATE OF CALIFORNIA))
) ss.
COUNTY OF LOS ANGELES)

4

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this 13th day of December, 2006, the facsimile signature of YVONNE B. BURKE, Chair ^{PRO TEM} Board of Supervisors was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

SACHI A. HAMAI, Executive Officer
Board of Supervisors, County of Los Angeles

By Sylvia J. Villalobos
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By [Signature]
Deputy





City of
NORWALK

Redevelopment Agency

12700 NORWALK BLVD., P.O. BOX 1030, NORWALK, CA 90651-1030 • PHONE: 562/929-5700 • FACSIMILE: 562/929-5773

**NORWALK REDEVELOPMENT AGENCY
CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the deed or
grant dated December 13, 2006
from County of Los Angeles

to the Norwalk Redevelopment Agency, a government agency, is hereby
accepted by the undersigned officer or agent on behalf of the Norwalk
Redevelopment Agency pursuant to authority conferred by Resolution No.
NRA-111, of the Norwalk Redevelopment Agency adopted on February 17,
1998, and the grantee consents to recordation thereof by its duly authorized
officer.

Dated:

By:

Ernie V. Garcia
Executive Director

EXHIBIT "E"



MOOREFIELD
CONSTRUCTION, INC.

600 N. TUSTIN AVE., SUITE 210
SANTA ANA, CA 92705-3736
TEL. (714) 972-0700
FAX (714) 972-3030
CA. LIC. NO. 397892

CLARIFICATIONS & QUALIFICATIONS

I. The Proposal does not include any of the following items:

- Utility Company Charges
- Permits, Fees or Impact Charges
- Testing or Special Inspections
- Bond Premium
- Builders Risk Insurance
- Architectural or Engineering Fees
- Hazardous Material Removal
- Gas Line Piping or Trenching.
- Extended Roof Warranty
- Separate water meters for tenants. Assumes one meter per building.
- Caulking of interior floor joints.
- Signage
- Special Systems (EMS, Security, Telephone, Data or other)
- Sitework outside of designated Parcels.

II. The Contract sum assumes the following items:

Sitework:

Earthwork is based on overexcavation of building pad and re-compacting no import or engineered fill is included. Overexcavation below footings to a depth of 2'. Assumes a footing bearing depth of 1'-6".

Fine Grading for Hardscape Areas

No Asphalt Paving is included.

Fire Line is based on connecting to existing line at Norwalk Blvd. Sawcut and Patchback included.

Fire Line piping is based on C-900 piping material.

No new Fire Hydrants included.

Fire Sprinkler to include Riser into building Mechanical room.

Domestic backflow device for Fire Line.

Roof Drains and overflow, drained to landscape.

Sidewalks are based on 4" thick unreinforced walks with standard gray color on grade, no ABC subbase.

Turndown edges have been included at Man Doors and entrance door.

Handicap Ramps as shown at entry.

Landscape & Irrigation is included as an Allowance Amount.

Power/Telco Trenching and Conduiting is included as an Allowance Amount to extend to building from onsite Transformer location Max 100'.

Concrete :

Foundations will consist of spread footings for steel and masonry column support and continuous footings below masonry walls. Bearing is assumed to be 1'-6" below finished floor.

Slab will be 5" thick concrete reinforced over 6" ABC.

Turndown edge will be provided at door opening locations.

Sidewalks will be standard grey light broom finish, 4" thick unreinforced.

Sidewalks at the rear of buildings will be standard 4" thick gray unreinforced.

Concrete Stair at Entry to be formed, reinforced and poured in place.

Masonry:

Masonry walls are based on standard gray reinforced 8x8x16 CMU, solid grouted, with 12" Splitface accent walls. Stems are based on masonry 1'-6" Max.

Structural & Miscellaneous Steel:

Steel beams/lintels above masonry wall openings for storefront

One Roof Ladder per Building.

Metal Fabrications includes miscellaneous anchor bolts and imbeds in masonry for wood connections.

Wood & Plastics:

Main Roof Structure is based on using a wood panelized roof structure. Sheathing based on 1/2" cdx plywood or OSB, sub-purlins to be 2x4 and either trusses or glu-lams for girders.

Entry Canopy Roof Structures are based on conventional wood trusses with 1/2" sheathing.

Finish Carpentry includes labor for installation of doors, frames and finish hardware.

Thermal & Moisture:

Waterproofing at planters along fronts of Buildings.

No Roof insulation is included.

Built-up Roofing is based on a 4-ply system similar to Manville, GAF, Tamko or equal, w/10Yr. NDL Warranty.

Flashing and General Sheet Metal includes a galvanized cap flashing and a reglet and counterflashing at parapets.

Caulking and Sealants for dissimilar materials.

Doors & Windows:

Hollow Metal Doors and Frames at Man Doors.

Hollow Metal Doors and frames for all man doors.

Finish Hardware to included 1-1/2 pair of butts, lockset, overhead closer and weather-stripping for hollow metal doors.

Parking entrance Auto Door to have key card reader entry system.

Finishes:

Painting includes all exterior CMU, Coping, and Doors no interior painting included.

Concrete floors to received sealer.

Specialties:

Includes Building Address Numbers on building for the Fire Department.

Fire Extinguishers.

Mechanical:

Fire Sprinklers System assumes that adequate pressure and flow will be available. System based on Ordinary Hazard

Occupancy with a density of .15/2000. Includes mainlines and uprights.

HVAC includes exhaust System Allowance with ductwork and CO2 Sensors for activation.

Electrical:

Electrical includes a service entrance section and house panel.

disconnects for Garage and Exhaust System. Convenience outlets per code, 2x4 prismatic fixtures (approx. 1 for every 100 sf f floor area).

Fire Alarm to consist of flow and tamper switch on the riser.

Wall pack lighting to be provided on the rear of the Buildings.

PRELIMINARY ESTIMATE RECAP

PROJ : Judges Parking Garage

DATE: 3.03.08

LOC: Norwalk CA

DESCRIPTION	SITework COST	SHELL BLDG COST	TOTAL PROJECT COST
SURVEY & LAYOUT	\$ 1,440		\$ -
DEMOLITION	\$ 20,500		\$ -
SWPP	\$ 2,500		
EARTHWORK	\$ 14,194		\$ -
ASPHALT PAVING	\$ 3,200		\$ -
STRIPPING	\$ 360		
SITE UTILITIES	\$ 15,300		\$ -
SITE CONCRETE	\$ 20,022		\$ -
LANDSCAPE & SITE AMENITIES	\$ 7,500		\$ -
SITE WALLS & FENCING	\$ -		\$ -
TERMITE TREATMENT	\$ -	\$ -	\$ -
TRASH ENCLOSURES	\$ -		\$ -
SITE LIGHTING	\$ -		\$ -
POWER/TELCO	\$ 3,000		\$ -
BUILDING CONCRETE		\$ 71,127	\$ 71,127
MASONRY		\$ 176,105	\$ 176,105
STRUCTURAL & MISC. STEEL		\$ 52,642	\$ 52,642
WOOD & PLASTICS		\$ 68,065	\$ 68,065
THERMAL & MOISTURE		\$ 48,820	\$ 48,820
DOORS & WINDOW		\$ 15,535	\$ 15,535
FINISHES		\$ 16,582	\$ 16,582
SPECIALTIES		\$ 1,600	\$ 1,600
EQUIPMENT		N/A	\$ -
FURNISHINGS		N/A	\$ -
SPECIAL CONSTRUCTION		N/A	\$ -
CONVEYING SYSTEMS		N/A	\$ -
MECHANICAL		\$ 34,194	\$ 34,194
ELECTRICAL		\$ 62,368	\$ 62,368
CONSTRUCTION COST RECAP			
SUBTOTAL COST	\$ 88,015	\$ 547,036	\$ 635,051
GENERAL CONDITIONS	\$ 11,116	\$ 62,991	\$ 74,107
SUBTOTAL	\$ 99,131	\$ 610,028	\$ 709,159
INSURANCES	\$ 1,190	\$ 7,320	\$ 8,510
OVERHEAD & PROFIT	\$ 7,022	\$ 43,214	\$ 50,237
PREVAILING WAGE	\$ -	\$ -	\$ 89,743
TOTAL CONSTRUCTION COSTS	\$ 107,343	\$ 660,562	\$ 857,648
COST PER SQUARE FOOT	\$ 11.19	\$ 68.84	\$ 89.38
	19,588	9,595	9,595
	BLDG AREA	BLDG AREA	BLDG AREA
SUGGESTED CONTINGENCY	\$ 4,294	\$ 26,422	34,306
SUGGESTED MAT'L ESCALATION	\$ 2,684	\$ 16,514	21,441
TOTAL WITH CONTINGENCIES	\$ 114,320	\$ 703,499	\$ 913,395

PRELIMINARY ESTIMATE BREAKDOWN

PROJ: Judges Parking Garage

DATE: 3.03.08

LOC: Norwalk CA

BLDG: 9,595 SF

SITE: 19,588 SF

PROJECT DATA:

SITEWORK - NIC

Site Area 19,588 SF

SF

TOTAL SITE AREA 19,588 SF

0.45 ACRE

BUILDINGS

9,595 SF

SF

- SF

TOTAL BUILDING AREA 9,595 SF

File :

DESCRIPTION

QTY

UNIT

UNIT PRICE

TOTAL

COMMENTS

GENERAL CONDITIONS

VICE PRESIDENT OPERATIONS	4 HR	\$125.42	\$	502	
CONSTRUCTION DIRECTOR	8 HR	\$88.46	\$	708	
SUPERVISION	12 WK	\$2,014.00		24,168.00	
PROJECT MANAGEMENT	4 WKS	\$2,386.00		9,544.00	
PRECONSTRUCTION SERVICES	2 WK	\$2,110.40		4,220.80	
PROJECT ENGINEER	3 WK	\$1,400.00		4,200.00	
PROJECT COORDINATOR	2 WKS	\$1,206.00		2,412.00	
PROJECT ACCOUNTANT	2 WKS	\$1,324.00		2,648.00	
GENERAL LABOR	96 HRS	\$12.50		1,200.00	
SUPT CELLULAR PHONE	16 WKS	\$35.00		560.00	
VEHICLE	16 WKS	\$400.00		6,400.00	
JOB PHOTO	12 SET	\$10.00		120.00	
TEMP OFFICE	2.79 MO	\$575.00		1,604.65	
TEMP PHONE-LAND/FAX LINE	2.79 MO	\$300.00		837.21	
TEMP UTILITIES-ELECTRIC	2.79 MO	\$1,000.00		2,790.70	
DRINKING WATER	12.00 WK	\$12.50		150.00	
TEMP OFFICE SUPPLIES	2.79 MO	\$75.00		209.30	
SIGNS AND BARRICADES	2.79 MO	\$500.00		1,395.35	
JOB SIGN	1.00 LS	\$500.00		500.00	
TEMP FENCE	310.00 LF	\$2.75		852.50	
TEMP TOILET	2.79 MO	\$85.00		237.21	
TOOLS AND EQUIP	2.79 MO	\$200.00		558.14	
DUMPSTERS	6 LDS	\$450.00		2,511.63	
FINAL CLEANUP (shell building)	9,595 SF	\$0.15		1,439.25	
SAFETY	1 LS	\$195.00		195.00	
BLUEPRINTS	20 SET	\$35.00		700.00	
OFFICE EQUIPMENT	12 WK	\$162.00	\$	1,944	
CLOSEOUT/WARRANTY	1 LS	\$1,500.00	\$	1,500	
TOTAL GENERAL CONDITIONS			\$	74,107	\$ 6,175.59

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	COMMENTS
SITEWORK					
SITE DEMO & TREE REMOVAL	1	LS	\$ 20,500.00	\$ 20,500	
SURVEY & LAYOUT	12	HR	\$ 120.00	\$ 1,440	
SWPP	1	LS	\$ 2,500.00	\$ 2,500	
DUST CONTROL	2.00	MTH	\$ 2,000.00	\$ 4,000	
PAD PREPARATION	1	LS	\$ 7,500.00	\$ 7,500	
SPOILS REMOVAL	1	LS	\$ 1,500.00	\$ 1,500	
FINE GRADE HARDSCAPE	4774	SF	\$ 0.25	\$ 1,194	
GREY BROOM SIDEWALK	4149	SF	\$ 4.00	\$ 16,596	4" on
CONCRETE ENTRY	527	SF	\$ 6.50	\$ 3,426	5"concrete W/ 6" ABC
BACKFLOW PREVENTOR	1	EA	\$ 3,800.00	\$ 3,800	
FIRELINE	75	LF	\$ 65.00	\$ 4,875	
SAWCUT/PATCHBACK A.C. PAVING	1	LS	\$ 3,200.00	\$ 3,200	
FIRE RISER	1	EA	\$ 2,500.00	\$ 2,500	
STORM DRAINAGE	75	LF	\$ 55.00	\$ 4,125	
LANDSCAPE & IRRIGATION	1	LS	\$ 7,500.00	\$ 7,500	ALLOWANCE
STRIPPING	24	SPC	\$ 15.00	\$ 360	
POWER/TELCO TRENCH&CONDUITS	100	LF	\$ 30.00	\$ 3,000	ALLOWANCE
TOTAL SITEWORK				\$ 88,015	
PREVAILING WAGE				13,202	
BUILDING CONCRETE					
SPREAD FOOTINGS - MASONRY	104	LF	\$ 37.50	\$ 3,900	Thickened wall
CONTINUOUS FOOTINGS	508	LF	\$ 27.50	\$ 13,970	
TURNDOWN EDGE	19	LF	\$ 17.00	\$ 323	Entry/Man Door
TERMITE TREATMENT	9595	SF	\$ 0.12	\$ 1,151	
SLAB ON GRADE	10013	SF	\$ 4.75	\$ 47,562	
CONCRETE ENTRY	416	SF	\$ 5.00	\$ 2,080	
HANDICAP RAMPS/LANDING	209	SF	\$ 4.50	\$ 941	
CONCRETE STAIR	1	EA	\$ 1,200.00	\$ 1,200	
TOTAL BUILDING CONCRETE				\$ 71,127	
PREVAILING WAGE				10,669	
MASONRY					
MASONRY STEMS	636	SF	\$ 8.50	\$ 5,406	Max 1'-4" HT.
MASONRY WALLS 8"	10711	SF	\$ 13.50	\$ 144,599	8x8x16 Smooth
MASONRY WALLS 12"	1800	SF	\$ 14.50	\$ 26,100	8X12x16 Split Face
MASONRY PLANTER WALLS		SF	\$ -	NIC	
SIMULATED STONE VENEER		SF	\$ 14.00	NIC	
TOTAL MASONRY				\$ 176,105	
PREVAILING WAGE				26,416	
STRUCTURAL & MISC STEEL					
STEEL BEAMS	18	LF	\$ 50.00	\$ 900	
MISC. STEEL HARDWARE	1	LS	\$ 1,500.00	\$ 1,500	
ROOF LADDERS	1	EA	\$ 1,900.00	\$ 1,900	
PIPE GUARDRAIL	24	LF	\$ 48.00	\$ 1,152	At H.C. RAMP
GREENSCREEN	1430	SF	\$ 33.00	\$ 47,190	
TOTAL STRUCTURAL & MISC. STEEL				\$ 52,642	

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	COMMENTS
PREVAILING WAGE				7,896	
WOOD & PLASTICS					
MAIN ROOF STRUCTURE	9883	SF	\$ 6.50	\$ 64,240	
ENTRY CANOPY ROOFS	130	SF	\$ 6.50	\$ 845	
MISC BLOCKING & BACKING	1	LS	\$ 2,500.00	\$ 2,500	
FINISH CARPENTRY	3	EA	\$ 160.00	\$ 480	Install HMF, HMD/Hardware
TOTAL WOOD & PLASTICS				\$ 68,065	
PREVAILING WAGE				10,210	
THERMAL & MOISTURE					
WATERPROOFING	1	LS	\$ 3,500.00	\$ 3,500	
BUILT-UP ROOFING	9595	SF	\$ 2.40	\$ 23,028	
PARAPET COPINGFLASHING	476	LF	\$ 25.00	\$ 11,900	24GA Ga. Paintlock
REGLET COUNTER FLASHING	476	LF	\$ 9.50	\$ 4,522	
CAULKING & SEALANTS	1	LS	\$ 5,870.00	\$ 5,870	
TOTAL THERMAL & MOISTURE				\$ 48,820	
DOORS & WINDOWS					
HOLLOW METAL FRAMES	3	EA	\$ 120.00	\$ 360	
HOLLOW METAL DOORS	3	EA	\$ 275.00	\$ 825	
OVERHEAD DOORS	1	EA	\$ 3,800.00	\$ 3,800	
FINISH HARDWARE	2	EA	\$ 475.00	\$ 950	
CARD READER SECURITY SYSTEM	2	EA	\$ 4,800.00	\$ 9,600	
TOTAL DOORS & WINDOWS				\$ 15,535	
FINISHES					
PAINING	510	SF	\$ 0.65	\$ 332	Coping
PAINT CMU	13711	SF	\$ 0.55	\$ 7,541	
PAINT OVERHEAD DOORS	1	EA	\$ 300.00	\$ 300	
PAINT MANDOORS	3	EA	\$ 100.00	\$ 300	
FLOOR SEALER	10013	SF	\$ 0.75	\$ 7,510	
MISC. PAINTING	1	LS	\$ 600.00	\$ 600	Ladder, Guardrail
TOTAL FINISHES				\$ 16,582	
SPECIALTIES					
BUILDING NUMBERS	1	EA	\$ 1,500.00	\$ 1,500	
SIGNAGE		LS	\$ -	NIC	
TOILET ACCESSORIES		EA	\$ -	NIC	
SPECIALTIES		LS	\$ -	NIC	
FIRE EXTINGUISHERS	2	EA	\$ 50.00	\$ 100	
TOTAL SPECIALTIES				\$ 1,600	

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	COMMENTS
MECHANICAL					
PLUMBING - SEWER LINE	200	LF	\$ 29.00	\$ 5,800	Floor Drain
- WATER LINE		LF	\$ 18.00	NIC	
- ROOF DRAINS	2	EA	\$ 2,200.00	\$ 4,400	
- EXTERIOR HOSE BIBBS		EA	\$ 150.00	NIC	
- FIXTURES SHOPS		EA	\$ -	NIC	
FIRE SPRINKLERS - SHELL	9595	SF	\$ 1.25	\$ 11,994	
FIRE SPRINKLERS - T.I.		SF	\$ -	NIC	
HVAC - SHELL/VENTELATION	2	LS	\$ 6,000	\$ 12,000	ALLOWANCE
HVAC - T.I. UPCHARGE		SF	\$ -	NIC	DUCTWORK & DISTRIBUTION
TOTAL MECHANICAL				\$ 34,194	
PREVAILING WAGE				5,129	
ELECTRICAL					
BUILDING ELECTRICAL - SHELL	9595	SF	\$ 6.50	\$ 62,368	
- TENANT IMPROVEMENT		SF	\$ -	NIC	
TOTAL ELECTRICAL				\$ 62,368	
PREVAILING WAGE				9,355	
CONSTRUCTION COST RECAP					
			TOTALS		
GENERAL CONDITIONS			\$ 74,107	62,991.06	11,116.07
SITWORK COSTS			\$ 88,015		
SHOPS SHELL COSTS ("GREY SHELL")			\$ 547,036		
SUBTOTAL CONSTRUCTION COSTS			\$ 709,159	\$ 635,051	
INSURANCES			\$ 8,510		
OVERHEAD & PROFIT			\$ 50,237		
PREVAILING WAGE			\$ 89,743		
TOTAL CONSTRUCTION COSTS			\$ 857,648		
COST PER SF/Building			\$ 68.84		

EXHIBIT "F"

RECORDING REQUESTED BY:

County of Los Angeles

AND MAIL TO:

City of Norwalk

Office of the City Clerk

12700 Norwalk Blvd., Room 16

Norwalk, CA 90650

Space above this line for Recorder's use

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE REVENUE AND TAXATION CODE

TAX PARCEL: 8047-006-921 (portion)

GRANT DEED

The **COUNTY OF LOS ANGELES**, ("County") a body corporate and politic, for valuable consideration receipt of which is hereby acknowledged, does hereby grant to:

CITY OF NORWALK REDEVELOPMENT AGENCY, ("Agency") a public agency

all of the County's right, title and interest in and to the described real property, ("Property") reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of 500 feet, measured vertically from the surface of the Property.

The Property is located in the City of Norwalk, County of Los Angeles, State of California and is more particularly described in the attached "Exhibit A" incorporated by reference herein as though set forth in full.

SUBJECT TO AND BUYER TO ASSUME:

- a. All taxes, interest, penalties and assessments of record, if any.
- b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- c. The express condition that the Property so conveyed will be developed in conjunction with Parcel 5b by the Agency with a Parking Structure in accordance with the terms and conditions set forth in that Option Agreement (Exhibit B) recorded concurrently herewith, and that if said Property is not so developed or if the Option Agreement is terminated for any other reason prior to the commencement of construction of the Parking Structure, all right, title and interest in and to said Property shall revert to the County of Los Angeles without the necessity of any affirmative action on the part of the County to assert any rights in the Property.

Dated _____

COUNTY OF LOS ANGELES

COLA LOG NO. _____

By _____

Don Knabe
Chairman, Board of Supervisors

STATE OF CALIFORNIA))
COUNTY OF LOS ANGELES)) ss.

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this _____ day of _____, 2009, the facsimile signature of _____, Chairman, Los Angeles County was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

SACHI A. HAMAI, Executive Officer
Board of Supervisors, County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

By _____
Deputy

EXHIBIT A

Parcel 4 Legal Description

A portion of Lot 4, in Section 18, Township 3 South, Range 11 West, in the Rancho Santa Gertrudes, subdivided for Santa Gertrudes Land Association, by Hoffman Brothers, in the City of Norwalk, County of Los Angeles, State of California, as per map recorded in Book 1 Page 502 of Miscellaneous Records, on file in the office of the County Recorder of said County, described as follows:

Beginning at a point on the centerline of Civic Center Drive, distant Easterly 435.6 feet from the centerline of Norwalk Boulevard; thence North $0^{\circ}31'02''$ West 40.00 feet to the true point of beginning; thence Northerly parallel to the centerline of Norwalk Boulevard 142 feet; thence westerly parallel to the centerline of Civic Center Drive 146.00 feet; thence southerly parallel to the centerline of Norwalk Boulevard 142.00 feet to the north right-of-way line of Civic Center Drive; thence easterly along said North right-of-way line of Civic Center Drive 146.00 feet back to the true point of beginning.

EXHIBIT "G"

RECORDING REQUESTED BY & MAIL TO

County of Los Angeles
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Chris Montana

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Space above this line for Recorder's use _____

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE REVENUE AND TAXATION CODE

TAX PARCEL: 8047-006-921 (Portion)

GRANT DEED

The **CITY OF NORWALK REDEVELOPMENT AGENCY** ("Agency"), a public agency, for valuable consideration receipt of which is hereby acknowledged, does hereby **GRANT** to the:

COUNTY OF LOS ANGELES, a body corporate and politic

all of the Agency's right, title and interest in and to the described real property. Said real property is located in the City of Norwalk, County of Los Angeles, State of California and is described in the attached "Exhibit A" incorporated by reference herein as set forth in full.

SUBJECT TO AND BUYER TO ASSUME:

- a. All taxes, interest, penalties and assessments of record, if any.
- b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.

Dated _____

CITY OF NORWALK REDEVELOPMENT AGENCY

By.....

EXECUTIVE DIRECTOR

EXHIBIT A

PARCEL 5

Judges' Parking Structure Legal Description

A portion of Lot 4, in Section 18, Township 3 South, Range 11 West, in the Rancho Santa Gertrudes, subdivided for Santa Gertrudes Land Association, by Hoffman Brothers, in the City of Norwalk, County of Los Angeles, State of California, as per map recorded in Book 1 Page 502 of Miscellaneous Records, on file in the office of the County Recorder of said County, described as follows:

Beginning at a point on the centerline of Norwalk Boulevard, distant South 0°25'50" East 666.50 feet from the centerline of Imperial Highway; thence North 89° 45' 30. East 126.00 ,feet to the true point of beginning; thence North 0° 25' 50" West a distance of 28 feet; thence North 89° 45' 30" East a distance of 164 feet; thence South 0° 25' 50" East a distance of 68 feet; thence South 89 45' 30" West a distance of 164.00 feet; thence North 0 25'50" West a distance of 40 feet back to the point of beginning.